



freelance**insure**

Business Combined Policy



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**Thank you for choosing Mitsui Sumitomo as your
Freelance Insure Business Combined Scheme insurer.**

The names of Mitsui and Sumitomo have been a part of the UK Insurance market for over one hundred years.

Through organic growth, acquisition and mergers, Mitsui Sumitomo Insurance Company Ltd. (MSI) of Japan is now one of the world's largest general insurers with over £6.4 billion NWP and assets of more than £41.4 billion.

Established in the UK in April 2000, Mitsui Sumitomo Insurance (London Management) Ltd (MSILM) is the holding company for two London market underwriting businesses, Mitsui Sumitomo Insurance Underwriting at Lloyd's Ltd and Mitsui Sumitomo Insurance (London) Ltd

The businesses have built an annual turnover in excess of £310m and, more importantly, an outstanding reputation for a uniquely innovative approach to underwriting, risk engineering and claims management.

Underwriting is supported by the financial security that comes from the backing of our parent company in Japan, Mitsui Sumitomo Insurance Co. Ltd (which holds Standard & Poor's coveted AA- security rating.) and provides full financial backing through the provision of a Credit Support Agreement.

Visit **www.msilm.com** for further details.

We will provide Insurance as stated in each operative Section of the Policy during the Period of Insurance. The Online application completed by You or on Your behalf together with the declaration and an agreement to pay the Premium is the basis of the contract and forms part of the Policy.

Signed on behalf of Mitsui Sumitomo Insurance (London Management) Ltd



Allan Guest
Chief Executive Officer

Introducing Your Policy

Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued. We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your Policy.

Your Schedule

Your Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover You have. Please examine Your Schedule to ensure it meets Your requirements.

Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Condition A - Making a Claim. You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly. If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to the Important Information on page 22 of this Policy Booklet.

Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. Some of these have the same meaning wherever they appear in the Policy, and are defined on this page. Others have meanings particular to the various Sections of the Policy, and are defined at the beginning of those Sections.

All words and expressions defined below and throughout the Policy start with a capital letter wherever they appear to help you identify them.

We/Us/Our

Mitsui Sumitomo Insurance (London Management) Ltd and/or such other authorised Insurer as Mitsui may contract to underwrite any part of this Policy.

You/Your

'The Insured' named in the Schedule.

Period of Insurance

The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which We accept Your Premium.

Business

'The Business' as shown in the Schedule and no other for the purposes of this Policy.

Premises

The part of the premises at the address or addresses specified in the Schedule which You occupy for the purposes of the Business.

Business Hours

The period during which the Premises are actually occupied by You and/or Your Employees for the purposes of the Business.

Property

Material property.

Damage

Loss, destruction or damage.

Excess

The total amount payable by the Assured or any other person entitled to indemnity under this Policy in respect of any accidental damage to material property arising out of any one occurrence or series of occurrences arising out of any one cause before Underwriters shall be liable to make any payment.

Injury

bodily injury death disease illness (which shall include mental anguish shock) and false arrest false detention false imprisonment wrongful eviction malicious prosecution invasion of right of privacy.

Claim Payment

The amount Underwriters agree to pay the Assured for any claim the Assured makes which is covered under this Policy. Underwriters may choose to settle the claim by repairing the item to its original state or making a cash payment equivalent to the replacement value of the item less a deduction for wear and tear or loss of value. The maximum amount Underwriters will pay for any one claim is the sum insured or limit of indemnity shown in the **schedule**.

Compensation

All sums which the Assured is legally liable to pay as **compensation** other than punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Contractual Liability

Liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such a contract or agreement.

Endorsement

An agreed variation in the terms (or a change in details) of your Policy.

Employee

any person under a contract of service or apprenticeship to the Assured or any self-employed person or any person hired to or borrowed by the Assured or any person engaged under a work experience youth training or similar scheme while working for the Assured in connection with the **business**.

Period of Insurance

The length of time the Policy lasts as shown in the **schedule**. It also includes any extra period for which **we** have accepted premium.

Pollution

Contamination the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water

Occurrence - Section (3): Employers Liability

an accident or event including continuous or repeated injurious exposure to conditions during the Period of Insurance which result in the death of or bodily injury illness or disease sustained by any Employee

Occurrence - Section (4): Public Liability

an event including continuous or repeated injurious exposure to the same conditions during the Period of Insurance which result in Injury or Property Damage

Offshore

Embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel.

Reinstatement Basis

Whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated shall be as follows:

- the rebuilding or replacement of Property lost or destroyed which provided Our liability is not increased may be carried out:
 - (i) in any manner suitable to Your requirements;
 - (ii) upon another site;
- the repair or restoration of Property damaged; in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Territorial Limits

Where will cover apply?

Territorial limits: Cover will apply in respect of claims arising from activities conducted within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and will extend to provide cover in respect of activities conducted elsewhere in the World but only in respect of visits to such territories by employees of the assured to fulfil a contract in the course of their Business.

Where “INCLUDED” in the Certificate Schedule, cover in respect of claims arising from “Offshore” activities will be provided, as more fully defined in the Offshore Extension.’

Special Conditions

- Our liability for the repair or restoration of Property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed.
- If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.
- No payment beyond the amount which would have been payable in the absence of this Clause shall be made:
 - (i) unless reinstatement commences and proceeds without unreasonable delay;
 - (ii) until the cost of reinstatement shall have been actually incurred;
 - (iii) if the Property insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same Basis of Reinstatement.
- All the terms and conditions of this Policy shall apply:
 - (i) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby;
 - (ii) where claims are payable as if this Clause had not been incorporated.

General Conditions

Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to Our liability to make any payment under this Policy.

Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

Reasonable Precautions

You and any other person indemnified must take all reasonable steps to prevent accident incident injury and Damage and to safeguard any property insured and maintain such property (including motor vehicles) in a good state of repair. The ways, works, machinery, plant, vehicles, premises and appliances must similarly be maintained in good order and state of repair. We shall be allowed access at reasonable times to examine such property.

Change of Risk

We shall not be liable to make any payment under this Policy if:

- any change shall be made in the Premises the Business or the occupancy or duties of the Person-insured whereby the risk of Damage, accident or Injury is increased; or
- Your interest ceases (unless the cessation is brought about by will or operation of law); except where such alteration be notified to and accepted by Us.

Cancellation

We may cancel this Policy (or any section within this Policy) by sending 30 days notice by registered post to You at Your last known address and in such event You shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance (subject to any minimum premium which may apply). We reserve the right to cancel the Policy in the event of default under any plan for payment of premium by instalments from the date of such default. No refund of any instalments paid will be made to You.

Minimum Protections

It is a condition precedent to Our liability, unless otherwise agreed by Us in writing that the following protections be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended:

on timber final exit doors (excluding sliding doors):

- if single leaf, a mortise deadlock conforming to BS3621 with matching boxed steel striking plate;
- if double leaf, on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case; on the second closing leaf a mortise deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock;
- if single or double leaf and also outward opening, hinge bolts fitted top and bottom.

on external aluminium or UPVC doors (excluding sliding and fire exit doors):

- cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf.

on steel final exit doors and all sliding final exit doors:

- substantial padlocking bar and good quality close shackle padlock.

on all other steel doors and all other sliding doors (excluding sliding patio doors):

- substantial padlocking bar and good quality close shackle padlock fitted externally, or substantial padlocking bar and good quality open shackle padlock fitted internally

on sliding patio doors:

- a manufacturer's patent keyoperated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed);

or

- two key-operated patio door locks fitted internally, one at the top and one at the bottom of each opening section.

on all fire exit doors:

- panic bar, and hinge bolts fitted top and bottom.

on opening basement and ground floor windows and fanlights, and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes:

- key-operated window locks with the keys removed when in operation;
- or
- solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window.

Security

It is a condition precedent to Our liability in respect of any claim resulting from Theft from the Premises or any attempt thereat that whenever the Premises are closed for business or left unattended all locks bolts and other security devices, including any intruder alarm system required by Us, are put into full and effective operation.

Unoccupancy

It is a condition precedent to Our liability that whenever the Premises are left unoccupied for more than 20 consecutive nights:

- The heating is left on or all water is drained from pipes and heating equipment;
- The building is inspected weekly by You or Your appointed representative.

English Law

The Law applicable to this policy is that of England and Wales.

Other Interests

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Claims Conditions

Making a Claim

On the happening of any event which could give rise to a claim under this Policy You shall:

- give immediate notice in writing to Us by contacting:

**Counce O'Hara & Co Ltd
City Wharf
New Bailey Street
Manchester
M3 5ER**

Telephone Number: 0161 833 2100;

- give immediate notice to the Police in respect of:
 - (i) Damage by theft or any attempt thereat;
 - (ii) loss of Money by any cause whatsoever;
 - (iii) Damage by malicious persons;
- make no admission of liability or offer promise or payment without Our written consent;
- inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately every relevant document;
- take all reasonable action to minimise or check any interruption of or interference with the Business;
- produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim;
- supply to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
 - (i) 7 days of the occurrence of any Damage caused by riot, civil commotion, industrial action or vandalism;
 - (ii) 30 days of the expiry of the Indemnity Period under Section 2;
 - (iii) 30 days of the occurrence of an incident under any other Section.

Control of Claims

We shall be entitled:

- on the happening of Damage to the property insured to enter take and keep possession of any building where Damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose;
- at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and You shall give all information and assistance required;
- to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us;
- to pay to You the maximum sum payable under Section 3 in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and We shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

Fraudulent Claims

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by Your wilful act or with Your connivance all benefit under this Policy shall be forfeited.

Other Insurances

If at the time of any Damage, incident or Occurrence (as variously defined in the Liabilities Section of this Policy) which gives rise to a claim there be any other insurance or indemnity effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability shall be limited in respect of any Damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the current Statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent of any right of action against Us.

Warranties

Every Warranty to which this Policy or any Section or Item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of such Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

Subrogation

Any claimant under this Policy shall at Our request and expense take and permit to be taken all necessary steps for enforcing rights against any other third party in Your name before or after any payment is made by Us.

General Exclusions

This Policy does not cover:

War, Government Action and Terrorism

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i War, Government Action or Terrorism;
- ii civil commotion in Northern Ireland;

legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War.

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action suit or other proceedings where the We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You.

Liability Provisions

Subject otherwise to the terms, Definitions, Exclusions, Exceptions, Provisions and conditions of this Policy and its Liabilities Section:

We will indemnify You under the Employers' Liability Sub-Section provided that in respect of any one Occurrence or series of Occurrences arising out of any one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000;

We will indemnify You under the Public Liability and Products Liability Sub-Sections against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that the Company's liability for all damages (including interest thereon) shall not exceed:

- under the Public Liability Sub-Section in respect of any one Occurrence or series of Occurrences arising out of any one event £2,000,000 or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower;
- under the Products Liability Sub-Section in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower;
- in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower.

Computer Virus and Hacking

(not applicable to Employers' Liability, Public Liability and Products Liability)

This Policy does not cover:

- Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking;
- financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking;

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage or impact by any vehicle or animal.

For the purpose of this Exclusion –

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data, whether the property of the Insured or not.

Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Note: As far as concerns Bodily Injury caused to any of Your Employees if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion shall apply only in respect of

- the liability of any Principal
- liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

Pollution and Contamination

(applicable to Sections 1 and 2)

Damage or Loss of Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property insured caused by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, theft or impact by any road vehicle or animal;

- any of the Contingencies in a above which itself results from pollution or contamination.

Year 2000

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software, whether Your property or not, and whether occurring before, during or after the year 2000.

- correctly to recognise any date as its true calendar date;
- to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 1 – All Risks - Office Equipment and Section 2 – Additional Cost of Working, this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, theft or impact by any vehicle or animal.

Note: General Exclusion E shall not apply to Section 3 – Employers' Liability

Year 2000 Computer Equipment

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy.

Section 1: All Risks – Office Equipment

We will indemnify You in the event of accidental Damage happening within the Geographical Limits shown in the Schedule to any Office Equipment described in the Schedule belonging to You or for which You are responsible the value of such Office Equipment or the amount of Damage at the time of such Damage or at Our option reinstate or replace such property.

Provided that Our liability in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its Sum Insured or any other stated limit of liability.

Geographical Limits

GB - Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man.

EUR - Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.

W/W - Worldwide which means anywhere in the world including the United Kingdom and Europe.

Special Conditions

Basis of Claims Settlement

The Basis of Settlement for each and every item other than Trade Samples & Stock shall be on a Reinstatement Basis.

Excess

The Company shall not be liable for the first amount of £100.00 in respect of each and every claim.

Exclusions

This Section does not cover:

Damage to the property insured caused by or consisting of:

- inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, seepage below ground level, its own faulty or defective design or materials;
- faulty or defective workmanship, operational error or omission on Your part or any of Your Employees;
- the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or

apparatus in which internal pressure is due to steam only and belonging to You or under Your control;

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded;

Damage caused by or consisting of

- corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects;
- change in temperature, colour, flavour, texture or finish or the action of light;
- theft or attempted theft:
 - (i) from an unattended vehicle between the hours of 6am and 9pm unless all doors, windows and other openings are left closed, securely locked and fastened; and entry or access to the vehicle has been effected by forcible and violent means;
 - (ii) from the Premises whenever such premises are closed for business or left unattended unless all locks, bolts and other security devices including any intruder alarm system be put into full and effective operation;
 - (iii) other than from the Premises between the hours of 9pm and 6am unless the property insured is in the personal custody of You or any of Your Employees or in a securely locked or occupied building;

Damage consisting of:

- mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates;

Damage caused by or consisting of:

- subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- acts of fraud or dishonesty;
- disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- electrical or magnetic injury, disturbance or erasure of electronic records other than by lightning;

Damage to

- moveable property in the open or in open-sided buildings caused by wind, rain, hail, sleet, snow, flood or dust;

Damage to the Property insured:

- Caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
- (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- Damage by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- Damage to Money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses;
- Loss of market, loss of use, monetary devaluation or any other consequential loss;
- whilst in transit by air unless the Property is being carried on board the aircraft as hand luggage.

Section 2: Additional Cost of Working

Definitions

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage.

Gross Income

The money paid or payable to You for goods sold (less the cost of purchases) and services rendered in the course of the Business either at the Premises or elsewhere.

Cover

If property used by You at the Premises or elsewhere as specified sustains Damage for which liability has been admitted under Section 1 causing an interruption of the Business which results in loss of Gross Income We will indemnify You for:

- additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Income which but for that expenditure would have been sustained during the Indemnity Period as a result of the Damage but not exceeding the reduction in Gross Income avoided;

less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage.

Special Conditions

Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 2 in the Schedule for each item.

Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

Cessation of Trading

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the

commencement of the Period of Insurance unless We give Our written consent.

Accounting Adjustments

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded.

Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Gross Income of the Business for the first financial year would have been had the Damage not occurred.

Section 3: Employers Liability

What is Covered

In the event of death, bodily injury, illness or disease caused to an **employee** within the **territorial limits** arising out of and in the course of employment by the **Assured**, Underwriters will indemnify the **Assured** in respect of **compensation** of such bodily injury, illness or disease arising out of such an event.

Limit of Liability

Underwriters liability for compensation costs and expenses shall not exceed in respect of any one **Occurrence**:

- a) the total amount payable under this Policy (including all Extensions and Memoranda except where otherwise provided) in respect of all damages costs and expenses the Limit of Indemnity stated in the Schedule
- b) the total amount payable under this Policy in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will be only two parties to the contract of insurance namely the Underwriter and the first named Assured

Section Condition

The indemnity provided by this Section is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but the **Assured** must repay any amounts paid by Underwriters which they would not have been liable for but for the provisions of such law.

Section Exclusion

Underwriters shall not provide indemnity against liability in respect of which compulsory Insurance or security is required under the Road Traffic 1988 or the Road Traffic Act (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

Section Extensions

These Section Extensions are subject otherwise to the terms Exclusions and Conditions of this Policy.

1) Work Overseas

The Indemnity provided by this Section shall extend to apply in respect of liability for **Injury** caused to an **employee** whilst temporarily engaged in work outside the **territorial limits**.

Provided that

- a) such **employee** is ordinarily resident within the **territorial limits**.
- b) Underwriters shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.
- c) the "temporary" period will not exceed 30 days in respect of contractors.

2) Unsatisfied Court Judgements

Where a judgement for damages has been obtained by an **employee** or the legal personal representatives of any **employee**:

- a) in respect of **Injury** sustained by the **employee** arising out of and in the course of employment by the **Assured**.
- b) against any individual resident in premises within the **territorial limits** in any court situate in the **territorial limits**:

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement, **Underwriters** will at the Assured's request pay to the **employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding
- b) if **Underwriters** make payment the **employee** or the said legal personal representatives shall resign the judgment to us.
- c) Section 1 is operative at the time that such **Injury** is caused.
- d) **Underwriters'** liability for damages costs and expenses shall not exceed the amount stated as the limit of indemnity in the **schedule** to this Policy.

Section 4: Public Liability

What is covered

In the event of accidental

- 1) **Injury** to any person
- 2) material damage to property
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.
- 4) Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

occurring within the **territorial limits Underwriters** will indemnify the **Assured** in respect of **compensation** arising out of such event.

Limit of Liability

Underwriters' liability for **compensation** shall not exceed the amount stated as the limit of Indemnity in the **schedule** to this Policy.

Provided that in respect of

- i) any one **Occurrence**
- ii) all incidents considered by the Underwriters to have occurred during any Period of Insurance in respect of Pollution

the following will apply

- a) the total amount payable by the Underwriters in respect of Section (2) (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- b) the total amount payable by the Underwriters in respect damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriters and the first named Assured

Section Exclusions

Underwriters shall not provide indemnity against liability:

Excess

The Company shall not be liable for the first amount of £250.00 in respect of each and every claim relating to Third Party Property Damage.

- 1) in respect of **Injury** to any **employee** or a member of the **Assured's** family arising out of and in the course of employment by the **Assured**.
- 2) caused by or arising from the ownership, possession or use by the **Assured** or on the **Assured's** behalf of any:
 - a) aircraft, aerospace device or hovercraft.
 - b) watercraft other than hand-propelled watercraft or other watercraft not exceeding 8 metres in length:
 - c) mechanically propelled vehicle:
 - i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle:
 - ii) where indemnity is provided by any other Insurance.
- 3) in respect of **Injury** to the **Assured**.
- 4) caused by or arising from any **product supplied**.
- 5) In respect of damage to material property
 - a) belonging to the **Assured**:
 - b) in the custody or under the control of **Assured** or any **employee** other than personal effects (including Vehicles and their contents) of any visitor, director, partner or **employee**:
 - c) being that part of any property on which Assured or an **employee** or agent acting for **Assured** is or has been working where the damage arises out of such work.
- 6) for the excess specified in the Schedule to this Policy other than in respect of damages to premises (including their fixtures and fittings) leased or rented to the Assured or the Assured's company.
- 7) **Contractual Liability**

in respect of **contractual liability** unless the sole conduct and control of claims is vested in us but **Underwriters** shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause.

8) Pollution

arising from **pollution** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

Provided that

- a) all **pollution** which arises out of such incident shall be deemed to have occurred at the time such incident takes place.
- b) Underwriters' liability for all **compensation** under Section 2 payable in respect of all **pollution** which is deemed to have occurred during the **period of insurance** shall not exceed in the aggregate the amount stated in the **schedule** of this Policy as the limit of indemnity for Section 2.

9) Advice for a Fee

caused by or arising from design or specification provided by the **Assured** or the Assured's company.

10) Products Supplied, Design or Specification

arising from any product supplied or from design or specification provided by the Assured or the Assured's company.

11) Virus Transmission.

arising directly or indirectly out of the transmission or receipt of a virus, a program and/or a code that causes loss of or damage to any documents and/or computer system and/or prevents or impairs any computer system from performing and/or functioning accurately or properly.

12) War and Terrorism Exclusion.

for loss, damage, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2) **any Act of Terrorism.**

This clause also excludes any liability for loss, damage, injury cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

13) Asbestos Exclusion.

for Injury disease or illness including death at any time resulting therefrom or Property Damage for past present or future claims arising in whole or in part either directly or indirectly out of the manufacture distribution sale resale rebranding installation repair removal encapsulation abatement replacement or handling of or exposure to or fear of asbestos or Products containing asbestos whether or not the asbestos is or was at any time airborne as a fibre or particle contained in a product carried on clothing inhaled transmitted in any fashion or found in any form whatsoever.

14) Toxic Mould Exclusion.

liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:-

- a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
- b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
- c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

Section 5: Products Liability

Occurrences

Accidental Bodily Injury to any person or accidental Damage to Property occurring anywhere within the Territorial Limits during the Period of Insurance and caused by any Products Supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Indemnity Limit

Our liability under this Section for all damages (including interest thereon) payable in respect of all Occurrences during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

Exclusions

We shall not be liable under this Section in respect of:

Excess

The Company shall not be liable for the first amount of £100.00 in respect of each and every claim relating to Third Party Property Damage.

- Damage to or the cost of repair, alteration, replacement, removal or recall of any Products Supplied which give rise to a claim or any refund for such products supplied;
- Liability arising from:
 - (i) design, formula, advice or specification provided by or on Your behalf for a fee or in circumstances where a fee would normally be charged;
 - (ii) failure or partial failure of computer programmes written devised or designed or adapted to fulfill the purpose for which they are installed;
 - (iii) Damage to computer systems and data processing media or loss distortion or erasure of data contained therein;
- Liability for Bodily Injury caused to an Employee arising out of and in the course of such persons' employment or engagement by You in the Business;
- Liability caused by or arising from Property in Your charge or control;
- Products Supplied which to Your knowledge are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket, missile or satellite;
- Liquidated damages, fines or penalties; Punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
- all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which

takes place in its entirety at a specific time and place during any one Period of Insurance

provided that:

- (i) All Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
 - (ii) Our liability for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit shown in the Schedule;
 - (iii) For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination;
- Products supplied which to Your knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by Us.

Policy Extensions Applicable to Sections 3 and 4

These Section Extensions are subject to the Terms, General Conditions and General Exclusions of the Policy.

1) Claimants Costs and Expenses

Underwriters will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity expressed in Sections 1 or 2 applies.

2) Defence Costs and Expenses

Underwriters will provide indemnity in respect of all

- a) costs incurred with **our** written consent for legal representation at any
 - i) coroner's inquest or other inquiry in respect of any death.
 - ii) proceedings in any court in respect of any act or omission caused or relating to any occurrence.
- b) other costs and expenses incurred with our written consent in relation to any matter

which may be the subject of indemnity under Sections 1 or 2.

3) Health and Safety at Work Act

Underwriters will provide indemnity to the **Assured** and any of the Assured's **employees** in respect of legal costs and expenses incurred with Underwriters' written consent in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith.

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of this **business**.
- b) **Underwriters** shall not provide indemnity in respect of
 - i) fines or penalties of any kind.

- ii) any circumstances for which indemnity is provided by any other insurance.
- iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Policy Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- iv) proceedings which arise out of any activity or risk excluded from this Policy.
- v) proceedings which relate to the health, safety or welfare of any **employee** unless Section 3 is operative at the time when the offence was committed.
- vi) proceedings which relate other than to the health, safety or welfare of any **employee** and other than to **products supplied**.
- vii) proceedings which relate to **products supplied**.
- viii) The **employees** shall as though he/she/they were the **Policyholder** be subject to the Terms, Exclusions and Conditions of this Policy insofar as they can apply.

4) **Cost of Court Attendance**

In the event of any **employee** attending court as a witness at **Underwriters'** request in connection with a claim in respect of which the **Assured** are entitled to indemnity under this Policy, **Underwriters** will reimburse the **Assured** up to £100 per day for each day on which attendance is required.

5) **Indemnity to Other Persons**

Underwriters will also indemnify as if a separate Policy has been issued to each of

- a) **The Assured's** legal personal representatives or any other person entitled to the indemnity under this Policy but only in respect of liability incurred by the **Assured** or such other person.
- b) any **employee** of **The Assured** while acting in connection with the **business** in respect of liability for which the **Assured** would be entitled to indemnify under this Policy if the claim for which indemnity is being sought had been made against the **Assured**.

Provided that

- i) any persons specified above shall as though they were the **Policyholder** be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply.
- ii) nothing in this General Policy Extension shall increase **our** liability to pay any amount exceeding the limit of indemnity stated in the **schedule** regardless of the number of persons claiming to be indemnified.

Exclusions Applicable to Sections (3) (4) and (5)

Offshore Exclusion

Unless indicated as included on the Schedule this insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving **Offshore** activities.

Avionics Exclusion

Any claim arising from work undertaken directly within the avionics and/or aviation industry where the claim relates to bodily injury, property damage or loss of revenue as a result of aircraft being grounded.

Independent Financial Advice Exclusion

Any claim arising from the provision of Independent Financial Advice as regulated by the Financial Services Authority.

Extensions Applicable to Sections (3) (4) and (5)

Offshore Extension

Underwriters will provide indemnity in respect of "Offshore" activities, subject to the following specific conditions:

i) Employers Liability Insurance will be capped at an inner limit of indemnity of £5,000,000 any one occurrence.

This Extension will only apply where relevant information has been referred to and specifically agreed by underwriters, and the Extension has been confirmed as "INCLUDED", within the Schedule and the additional premium paid.



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